



March 14, 2001

Mayor Wesely and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of GJR LLC d.b.a. Randy's Grill & Chill, 4947 Holdrege Street requesting a class C liquor license for this location. This location was previously known as It's The Pits, which did hold a class I liquor license.

Stockholder information is as follows:

John Cooper	President	45 %
Gretchen Cooper	Secretary / Treasurer	45%
Randy Wilson	Vice President	10%

Randy's Grill and Chill has requested that Randy Wilson be approved as the manager of this liquor license.

Background information on the applicants is as follows:

Randy Wilson was born [REDACTED] 1968. He attended the University of Nebraska graduating in 1993.

Randy Wilson employment history is as follows:

1991 – 2001	General Manager, Gateway Bowl	Lincoln, NE.
1984 – 1991	Pro Shop Manager, Plaza Bowl	Lincoln, NE.

John Cooper was born [REDACTED] 1951. He attended the University of Nebraska graduating in 1975. Mr. Cooper has been self-employed since 1979 as the owner of Cohawk Drywall in Lincoln, Nebraska.

Gretchen Cooper was born [REDACTED] 1951. She attended Falls City High School graduating in 1969.



Police Department
575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: www.ci.lincoln.ne.us

A nationally accredited law enforcement agency



Gretchen Cooper employment history is as follows:

1998 – present	Cohawk Drywall	Lincoln, NE.
1974 – 1986	Realtor, Ball Real Estate	Lincoln, NE.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.



THOMAS K. CASADY, Chief of Police

Liquor License Business Report / Completed by Inv Fosler Date: 3-13-01

DBA: Randy's Grill & Chill

ADDRESS 4947 Holdrege PHONE _____

TYPE OF INVESTIGATION:

PURCHASE UPGRADE EXPANSION NEW
OWNER MANAGER OTHER _____

TYPE OF BUSINESS Bar & Grill

CLASS: A B C D I J K CATERING OTHER _____

OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL

PURCHASE PRICE _____ PROPERTY EQUIPMENT VALUE _____

AMOUNT FINANCED _____ SOURCE _____

COLLATERAL _____ COSIGNER(S) _____

LEASE AGREEMENT OWN Bldg

EST INCOME %FOOD UNK %LIQUOR _____

COMMERCIAL INDUSTRIAL RESIDENTIAL

TRAFFIC moderate PARKING off-street

READY FOR OPERATION: YES NO, EST DATE completed March 26

FOOD SERVICE Full Service # OF EMPLOYEES F/T 4 P/T 15

DOES LICENSE COMPLY WITH LEGAL DISTANCES: YES
NO _____

EST SEATING 110 EST # DAILY CUSTOMERS unknown

HOURS OF OPERATION 10 am - 1 am 7 day

HUMAN RIGHTS COMMISSION CHECKED- YES NO N/A

Liquor License Investigative Report / Individual

Business (DBA) Randy's Grill & Chill

Manager

Owner

Other

Name: Gretchen Cooper DOB: [REDACTED] Sex F

SSN [REDACTED] Phone: Home 420-5558

Address 5201 BRAEMER Rd City Lincoln Zip 68516

US Citizen? YES NO

Has applicant ever been cited for liquor law violations? No
Yes, Explain

Does applicant have an interest in another liquor license? No
Yes, Explain

Is spouse qualified to hold license? Yes NO N/A

If applicant is not an owner how will they be paid? Salary Hourly N/A

How many hours per week will applicant be at the establishment? 5

Any other employment? No Yes Explain Deputy

Any previous experience with a liquor license? Yes No

Any criminal convictions? No Yes,
Explain

Is applicant a property owner in Lincoln? Yes No

Is applicant involved in any civil litigation? No Yes,
Explain

(1) Photo

(1) Records Check

(2) References Provided

Comments 45% owner

Inv Fosler 843

Date 3/13/01

Liquor License Investigative Report / Individual

Business (DBA) Randy's Grill & Chill

☒ Manager ☒ Owner ☐ Other _____

Name: Randy Wilson DOB [REDACTED] Sex M

SSN [REDACTED] Phone: Home 477-7992

Address 1630 PRAIRIE LAKE City Lincoln Zip 68521

US Citizen? ☒ YES ☐ NO

Has applicant ever been cited for liquor law violations? ☐ No

☒ Yes, Explain GATEWAY BOWL FEB 2001 Consuming AFTER HOURS

Does applicant have an interest in another liquor license? ☐ No

☒ Yes, Explain GATEWAY BOWL - until replaced

Is spouse qualified to hold license? ☐ Yes ☐ No ☒ N/A

If applicant is not an owner how will they be paid? Salary ☐ Hourly ☒ WA

How many hours per week will applicant be at the establishment? 60+

Any other employment? ☒ No ☐ Yes, Explain _____

Any previous experience with a liquor license? ☒ Yes ☐ No

Any criminal convictions? ☒ No ☐ Yes,
Explain _____

Is applicant a property owner in Lincoln? ☒ Yes ☐ No

Is applicant involved in any civil litigation? ☒ No ☐ Yes,
Explain _____

(☒) Photo (☒) Records Check (☒) References Provided

Comments 100% owner

Inv Fosler 843 Date 3/8/01

Liquor License Investigative Report / Individual

Business (DBA) Randy's Grill & Chill

Manager Owner Other _____

Name: John Cooper DOB [REDACTED] Sex M

SSN [REDACTED] Phone: Home 420-5558

Address 5201 Braemar Rd City Lincoln Zip 68516

US Citizen? YES NO

Has applicant ever been cited for liquor law violations? No
Yes, Explain _____

Does applicant have an interest in another liquor license? No
Yes, Explain _____

Is spouse qualified to hold license? Yes No N/A

If applicant is not an owner how will they be paid? Salary Hourly N/A

How many hours per week will applicant be at the establishment? 5

Any other employment? No Yes, Explain owner of Drywall Co.

Any previous experience with a liquor license? Yes No

Any criminal convictions? No Yes,
Explain _____

Is applicant a property owner in Lincoln? Yes No

Is applicant involved in any civil litigation? No Yes,
Explain _____

(☒) Photo (☒) Records Check (☒) References Provided

Comments 4570 owner

Inv Fosler 843 Date 3/13/01

STATE OF NEBRASKA

Randy 3-8 @ 10.00 - Net date 3-5-01
John Gretchen 3-13 @ 10.00 P.H. 3-26-01
3-14-01



Mike Johanns
Governor

February 28, 2001

Office of the City Clerk
555 So 10th St.
Suite 103
Lincoln NE 68508

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

22644

38

RE: GJR LLC dba Randy's Grill & Chill
Class C Application

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Mary Messman
Licensing Division

Enclosures

Rhonda R. Flower
Commissioner

R.L. (Dick) Coyne
Chairman

Bob Logsdon
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

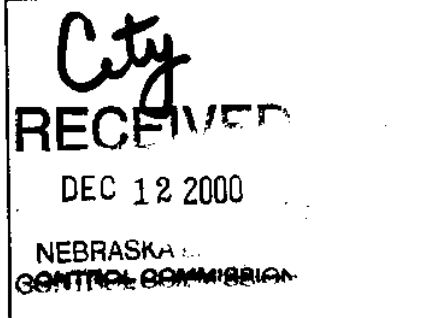
FORM 35-4001
REV. 12/99

01 MAR 2 10 10 AM '01
CITY OF LINCOLN
NEBRASKA

APPLICATION FOR LICENSE

Nebraska Liquor Control Commission, PO Box 95046, 301 Centennial Mall So.
Lincoln, NE 68509-5046, Phone: (402) 471-2571 Fax: (402) 471-2814

RECEIVED RECEIVED



INSTRUCTIONS: All applications must be typewritten and submitted in triplicate to: Nebraska Liquor Control Commission, P.O. Box 95046, Lincoln NE 68509. Include: 1. Applicable fees payable to Liquor Control Commission. 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application, ~~Colorado State Liquor~~ included 3. Lease or proof of ownership. Statute 53-131.01(2).

Web address: <http://www.nol.org/home/NLCC>

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH			
Class of License (Check applicable class)	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$ 45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside Corporate Limits	45.00	Collected at Local Level	exempt
<input type="checkbox"/> E Beer, Off Sale Only - Outside Corporate Limits	45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corp. Limits	45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corp. Limits	45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corp. Limits	45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer, On and Off Sale - Inside Corp. Limits	45.00	Collected at Local Level	exempt
Do you wish sampling restriction (Lottery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer (See Statute §53-124)	45.00	Varies \$100 to \$1000	*10,000 minimum
Wine & Distilled Spirits			
<input type="checkbox"/> X Wholesale Liquor	45.00	\$500.00	*\$3,000 minimum
<input type="checkbox"/> W Wholesale Beer	45.00	\$250.00	*\$5,000 minimum
<input type="checkbox"/> Y Farm Winery	45.00	\$250.00	*1,000 minimum
<input type="checkbox"/> L Craft Brewery (Brew Pub)	45.00	\$250.00	*1,000 minimum

TYPE OF APPLICATION	CORPORATE SURETY BOND INFORMATION	
Type of Application Being Applied for (place appropriate number in box) <div style="border: 1px solid black; padding: 5px; display: inline-block; width: 30px; text-align: center;">3</div> 1=Individual License Requires Form 1 to be Attached 2=Partnership License Requires Form 2 to be Attached 3=Corporate License Requires Forms 3 & Manager Application to be Attached	Bond Company - for Classes L V W X Y Only <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	*If tax per month exceeds the minimum amount as listed above you must file a bond increasing the amount to your estimated tax liability.
	Start Date Month/Day/Year <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	Bond Number <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

PREMISE INFORMATION - Must be complete by all applicants	
Trade Name	Telephone Number
Randy's Grill + Chill	TEMPORARY 432-9949 890-0482
1) Street Address of Proposed Licensed Premise	2) Mailing Address for Official Deliverance of Mail from the Commission
4947 Holdrege	Same
City	Country
Lincoln	Lancaster
	Zip Code
	68504

Replacing License Number (if applicable)

Are the proposed licensed premises inside the City Limits of the Town or City? Y

Y=Yes N=No

Do you own the building and real estate for which a license is sought? If owned, submit a copy of deed or sales contract demonstrating ownership. Y=Yes N=No N

If you lease the building or real estate, when does the lease expire?

11/30/2005

Month/Day/Year

SUBMIT A SIGNED COPY OF YOUR LEASE EXTENDING THROUGH LICENSE YEAR

Are you filing a temporary agency agreement, whereby current licensee allows you to operate on their license? N

Y=Yes

N=No

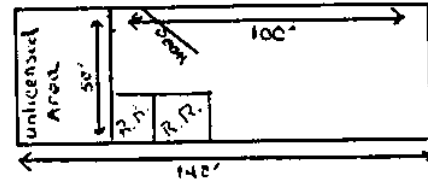
If yes, attach copy

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the Space Provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas of consumption. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the entire building, as well as the licensed area. No blue prints will be accepted. Be sure to indicate the direction North and number of stories in the building.

SOUTH ↑

21



EXAMPLE: East portion Approx. 50' x 100' of main floor of 3 story building plus basement approx. 30' x 50' at the East end.

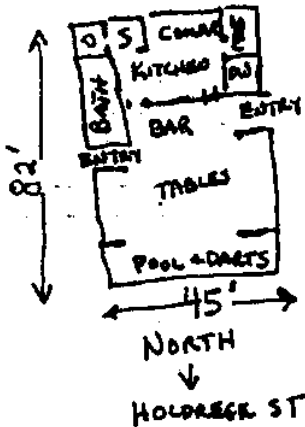


EXHIBIT A ATTACHED

one story building
no basement
45' x 82'

LEGAL DESCRIPTION OF PREMISES TO BE LICENSED

see 1st page of lease

INFORMATION REQUIRED

1. READ CAREFULLY-ANSWER FULLY AND ACCURATELY

Has anyone who is a party to this application, or their spouse, ever been convicted of, or pled guilty to any criminal charge? Criminal charge means any charge alleging a violation of a Federal, State or local law or ordinance. List the nature of the charge, where the charge occurred and the year and month of the conviction or guilty plea. Also list any charges pending at the time of this application.

YES

NO

Explanation/Comments

X

2. Are you buying or leasing the business of a present licensee?

If buying, give the name of the licensee selling to you and submit a signed copy of the sales agreement listing furniture, fixtures, and their assigned values. If leasing, include a signed copy of the lease

X

	YES	NO	Explanation/Comments
1. Are you buying the business of a present licensee, are you assuming the present liquor bills?		X	
4. Are you buying all the alcoholic liquor stock of the present license? If yes attach an inventory including brand names and container sizes of the stock to this application. If no please explain.		X	
5. Are fixtures, furniture, equipment or stock encumbered? If YES, by whom? Include inventory or any property owned by other party.	YES	X	
6. Are you borrowing any money to establish or operate this business? If yes, list the person, bank or financial institution borrowed from and the amount borrowed. Include a copy of all contracts, promissary notes or any other agreements for repayment.	X		Union Bank None yet
7. List the name and address of the primary bank/financial institution to be used by the business, include any account numbers. Furnish the account numbers of all checking, savings or other accounts and the names of individuals authorized to write checks, make deposits or withdrawals on such accounts.			U S Bank Randy Wilson JR John Cooper Bretchen Cooper
8. Does the premises require remodeling or construction? If YES, give completion date.	X		FEB 1, 2001
9. Will any person or persons other than named on this application (partners, corporate officers, directors) have any interest or ownership directly or indirectly in this business? If YES, explain.		X	
10. Does anyone named on this application, including corporate officers or stockholders, hold a current Nebraska Alcoholic Beverage License? If YES, list licenses and date acquired.		X	Randy A. Wilson current MANAGER ON TRILGATE LIQUOR/ GATEWAY BOWL LICENSE.
11. Were you the owner, or partner, or an officer of a corporation, on any previous license held in Nebraska or any other state. If YES, list all previous licenses & locations held.	X		Randy A. Wilson current MANAGER ON TRILGATE LIQUOR/ GATEWAY BOWL LICENSE.
12. IF YES was your previous license canceled or revoked by the Liquor Control Commission?		X	
13. Do you intend to manage the business yourself? If filing as a corporation, this question applies to the manager applicant. If other than a corporation how many hours do you intend to be present in the licensed establishment, supervising?	X		60-80 hrs.
14. Have all persons listed on this application provided proof of citizenship, birth certificate, or naturalization papers? (Not applicable to Corporate Applications)	ALL	X	NA
15. Is the premises within 150 feet of any church, school, hospital, home for aged or indigent persons, or for veterans, their wives or children or within 300 feet of a college or university campus? (Sec §33-177) IF YES, ineligible; unless premises had been licensed at least 2 years continuously prior to a new application.		X	
16. Identify each type of business or activity proposed to be operated in conjunction with the license being applied for (e.g. pool hall, restaurant, type of entertainment) and indicate the present or future public convenience or necessity which will be provided for if a license is granted. RESTAURANT, BAR, 2 POOL TABLES, 2 DART BOARDS, KARAOKE, BOWLS.			
17. Describe the nature of the neighborhood or community immediately surrounding the proposed licensed premises. Business/Residential			
18. Are the required fingerprint card(s) and the proper fee(s) included with this application? The application will not be processed until the required fingerprints & fees are received by the Commission. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			Erin Rod Keno has them
19. Are you a law enforcement officer in any capacity? If yes, list your agency and duties (only eligible if NOT a manager, officer or stockholder of over 25%). Statute §33-125(15) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

29. Principal Residence Since Age 18. All individuals, partners, stockholders owning more than 25% stock, chief executive officer, and spouses must complete. If necessary, continue on separate sheet.

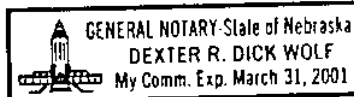
NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
John B. Cooper	AUG 1971	AUG 1976	2412 A LINCOLN NE
	AUG 1976	MAY 1984	RUSKIN APTS 2416 LINCOLN NE
	MAY 1984	MAY 1996	1356 So 32 LINCOLN NE
	MAY 1996	PRESENT	5201 BRANFORD RD LINCOLN NE

PERSONAL OATH AND CONSENT TO INVESTIGATION

Must be signed in the presence of a notary public. Must be signed by the applicant and spouse; if a partnership, all partners and spouses must sign and if a corporation, all stockholders (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable. (Ch. 3-002.07) Nebraska Liquor Control Act/Rules & Regulations.

STATE OF NEBRASKA)

COUNTY OF Lincoln) ss.



The above individual(s), being first duly sworn upon oath, depose(s) and state(s) that the undersigned is/are the applicant(s) and/or spouse(s) of applicant(s) who make(s) the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true, if any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (§53-131.01) Nebraska Liquor Control Act.

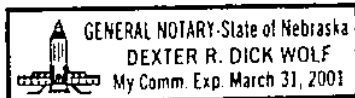
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and/or inaccurate.

If an individual owner, I shall supervise in person, the management and operation of the business. I intend to carry on the business authorized by the license for myself and not as an agent for any other person or entity. If a corporation, the manager shall superintend in person, the management and operation of the business. If a partnership, one partner shall, in person, superintend the management and operation of the business. I as a licensee, whether individual, corporate or partnership, agree to responsibly manage and operate this business within any applicable laws, rules, regulations, or ordinances and I further agree to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

sign here <u>John B Cooper</u>	sign here
sign here <u>Duff A White Jr</u>	sign here
sign here <u>Gretchen E Cooper</u>	sign here
sign here	sign here

Subscribed in my presence and sworn to before me this 12 day of December, 2000.

(SEAL)



In compliance with ADA, this application for License Form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternative format.

Sign here

Dexter R. Dick Wolf
Notary Public Signature

RECEIVED

Sheet 1

FEB 21 2001

RECEIVED

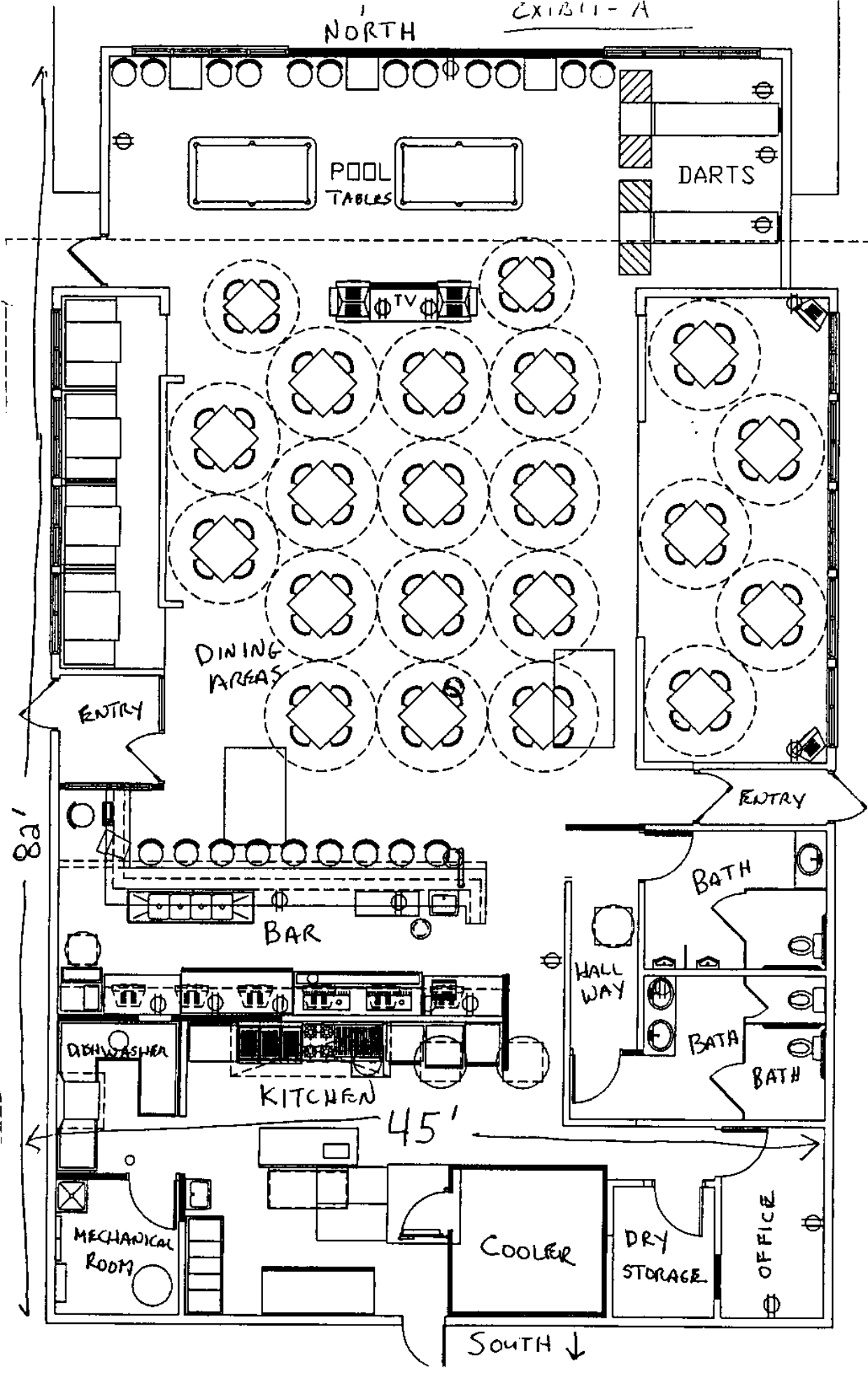
JAN 18 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
Gretchen E. Cooper	1969	1971	NEBRASKA LIQUOR CONTROL COMMISSION ST LINCOLN, NE
	1971	1972	SOUTH 14TH LINCOLN, NE
	1973	1974	1820 PROSPECT LINCOLN, NE
	1974	1975	SINDEY, NE
	1975	1976	1900 PROSPECT LINCOLN, NE
	1977	1982	1632 N. 25TH LINCOLN, NE
	1983	1984	BROOKSIDE LINCOLN, NE
	1984	1996	1356 S. 32ND LINCOLN, NE
	1996	PRESENT	5201 BRAEMER RD LINCOLN, NE

NORTH

EXHIBIT - A



Corporation Application License - Form 3

INSTRUCTIONS:

- 1) Application and application for **NEBASKA LIQUOR CONTROL COMMISSION** typewritten and submitted in triplicate.
- 2) Fingerprint cards (2 cards per person) must be submitted for each stockholder, officer, stock, chief executive officer, manager and all partners.
- 3) Information regarding spouses, partners, or spouse may provide an affidavit of NO interest if they have no interest at all, directly or indirectly.

RECEIVED

DEC 12 2000

NEBASKA LIQUOR
CONTROL COMMISSION

Is this corporation organized under the laws of Nebraska, not for profit, exempted from the payment of Federal Income Taxes as provided by Section (501)(c)(4), (7) or (8) Internal Revenue Code of 1954. ☐ YES ☒ NO If yes, a certified copy of letter of exemption from the Internal Revenue Service shall be attached to this application recognizing the exempt status of the corporation.

Name of Corporation That Will Hold License. Attach copy of State of Nebraska Registration. GSR LLC		Total Number of Shares. Attach Copies of Stock Certificates.	
Corporate Street Address (1) 5201 Braemer Rd	Corporate Street Address (2)	Corporate Telephone Number 402-420-5558	
City Lincoln	County Lancaster	State NE	Zip Code 68516
Name of Resident Agent John B. Cooper		Name of Manager Randy A. Wilson, Jr.	
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER			
Name JOHN B. COOPER	Title President	Date of Birth	Social Security Number
Home Address (1) 5201 Braemer Rd		Home Address (2)	
City Lincoln	State NE	Zip Code 68516	Business Telephone Number 402-5558
Home Address (1) 5201 Braemer Rd		Home Address (2)	
City Lincoln	State NE	Zip Code 68516	Business Telephone Number 402-5558
Home Address (1) 5201 Braemer Rd		Home Address (2)	
City Lincoln	State NE	Zip Code 68516	Business Telephone Number 402-5558

Corporation Application for License - Form 3 and 4

Name of Officers, Directors, Spouses and Address. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares
OFFICER'S NAME John B. Cooper 5201 Braemer Rd Lincoln NE 68516	[REDACTED]	[REDACTED]	President	
Spouse's Name Gretchen E Cooper 5201 Braemer Rd Lincoln NE 68516	[REDACTED]	[REDACTED]	Sec/Treas	
OFFICER'S NAME Gretchen E. Cooper 5201 Braemer Rd Lincoln NE 68516	[REDACTED]	[REDACTED]	Sec/Treas	
Spouse's Name John B. Cooper 5201 Braemer Rd Lincoln NE 68516	[REDACTED]	[REDACTED]	President	
OFFICER'S NAME Randy A. Wilson, Jr 1630 Prairie Lane Lincoln NE 68501	[REDACTED]	[REDACTED]	Vice-Pres	
Spouse's Name None				
OFFICER'S NAME				
Spouse's Name				
OFFICER'S NAME				
Spouse's Name				
OFFICER'S NAME	X			
Spouse's Name				

(If Necessary, Continue on Separate Sheet)

Is this Corporation controlled by another Corporation? ☐ YES ☒ NO

IF YES, LIST EACH SHAREHOLDER OWNING MORE THAN 25% stock in that corporation. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock.
(If needed use separate sheet)

Name of Control Corporation

Please indicate below your corporate tax year with the IRS.

Starting Date: Jan Ending Date: Dec

Are any of the stockholders, officers, directors, or spouses ineligible personally to receive a license? ☐ YES ☒ NO

If YES, list the names of such persons and the reason(s) they are ineligible. Use Separate Sheet (If Applicable)

POWER OF ATTORNEY

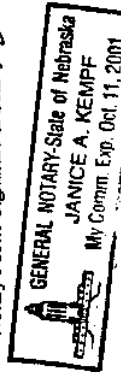
KNOW ALL MEN BY THESE PRESENTS: That G.S.R. LLC a corporation organized and doing business under the laws of the State of Nebraska, with its registered corporate office in Lincoln County, Nebraska, does hereby nominate and appoint John B. Cooper of Lincoln, Lancaster County, Nebraska, who is a registered agent and attorney-in-fact to represent the corporation before the Nebraska Liquor Control Commission, as required, specified, or provided for by section §53-126 of the Nebraska Liquor Control Act.

STATE OF NEBRASKA,

Lancaster County

ss.

Janice A. Kempf
Notary Public Signature & Seal



By John B. Cooper
PRESIDENT

Shirley E. Cooper
SECRETARY

In Compliance with ADA, this form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format

Application for Corporate Manager

*Must Be A Nebraska Resident

FEB 21 2001

JAN 18 2001

DEC 12 2000

Return to: Nebraska Liquor Control Commission, PO Box 95046
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 Fax: (402) 471-2814 E-mail: nebraska@nebraska.gov Web: <http://www.nebraska.gov>

NEBRASKA LIQUOR
CONTROL COMMISSION

LIQUOR LICENSE INFORMATION				
NAME OF LICENSED CORPORATION G. J. R., LLC			CLASS & LICENSE NUMBER	
TRADE NAME OF LICENSED PREMISE Randy's Grill & Chill				
STREET ADDRESS OF LICENSED PREMISE 4947 Holdrege	CITY Lincoln	COUNTY Lancaster	ZIP CODE 68504	
On behalf of the corporation, I designate this individual as corporate manager. RANDY A. WILSON JR				
SIGNATURE OF CORPORATE PRESIDENT/CEO: John B. Cooper				
APPLICANT INFORMATION (MUST BE 21 OR OVER)				
NAME (LAST, FIRST, MIDDLE, MAIDEN) Wilson Randy A. Jr.	SEX F	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]	PLACE OF BIRTH LINCOLN, NE
HOME STREET ADDRESS 1630 Prairie Lane	CITY Lincoln	COUNTY Lancaster	STATE NE	ZIP CODE 68521
HOME TELEPHONE NUMBER (402) 477-7992	BUSINESS TELEPHONE NUMBER (402) 432-9949		DRIVERS LICENSE NUMBER & STATE [REDACTED]	
SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE)				
FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) NOT MARRIED	SOCIAL SECURITY NUMBER —		DRIVERS LICENSE NUMBER & STATE —	
DATE OF BIRTH:		PLACE OF BIRTH:		

1. READ CAREFULLY - ANSWER FULLY AND ACCURATELY Has anyone who is a party to this application or their spouse ever been convicted of or pled guilty to any criminal charge? Criminal charge means any charge alleging a violation of a Federal, State or local law or ordinance. List the nature of the charge, where the charge occurred and the year and month of the conviction or guilty plea. Also list any pending charges at this time.

☐ YES ☒ NO

2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

☒ YES ☐ NO

TAILGATE LIQUORS/GATEWAY BOWL 373 N. COTNER

LANCASTER LINCOLN 68505

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

☐ YES ☒ NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?
Nebraska Liquor Control Act (§53-131.01)

☒ YES ☐ NO

5. Have you filed fingerprint cards and proper fees (if check, made out to the NE State Patrol), with this application?

☒ YES ☐ NO

RESIDENCES SINCE AGE 18, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
LINCOLN, NE			
2415 SUMNER AVE. #1	1992 1997		
1633 HEARTLAND RD.	1997 1999		
6400 FREMONT ST.	1999 1999	AND 1978-1992	
1630 PRAIRIE LANE	1999 2000		

EMPLOYERS - LIST LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1991 2000	K&K INC. d/b/a Gateway Bowl		
1984 1990	PLAZA Bowl	Bill Hoppe	466-1911

PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE SIGNED BY APPLICANT & SPOUSE

STATE OF NEBRASKA)
COUNTY OF) SS

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, an affidavit may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.

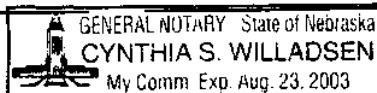

Signature of Applicant

Signature of Spouse (if applicable)

Subscribed in my presence and sworn to before me this 12th day of December 2000

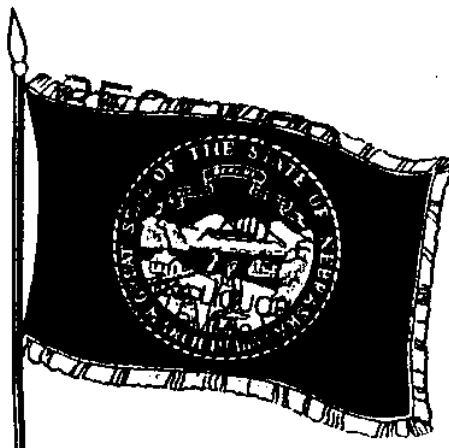
Subscribed in my presence and sworn to before me this _____ day of _____


Notary Signature & Seal



Notary Signature & Seal

STATE OF



NEBRASKA

RECEIVED

JAN 18 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

United States of America,
State of Nebraska } ss.

Department of State
Lincoln, Nebraska

I, Scott Moore, Secretary of State of Nebraska do hereby certify;

the attached is a true and correct copy of the Articles of
Organization of

G.J.R., LLC

with its registered office located in LINCOLN, Nebraska, as filed in
this office on October 31, 2000.

I further certify that said limited liability company is in existence as
of this date.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on October 31, in the
year of our Lord, two thousand.



A handwritten signature in cursive script, reading "Scott Moore".

SECRETARY OF STATE

RECEIVED

RECEIVED RECEIVED

FEB 21 2001

JAN 18 2001

DEC 12 2000

LEASE AGREEMENT

NEBRASKA LIQUOR

NEBRASKA LIQUOR

NEBRASKA LIQUOR

CONTROL COMMISSION

This Lease Agreement (Lease) is entered into by and between E.C.M. Investors, LLC, a Nebraska Limited Liability Company, (Landlord), and G.J.R., LLC, a Nebraska Limited Liability Company, doing business as Randy's Grill & Chill, (Tenant), on the last date below written.

WHEREAS, the Parties hereto acknowledge and agree that:

A. Prior to the beginning of the original term of this Lease Agreement, John B. Cooper, Gretchen E. Cooper and Randy J. Wilson, Jr. entered into several oral agreements the general intent of which was to acquire the personal and real property of "It's The Pits" restaurant at 4947 Holdrege, Lincoln, NE, to renovate and remodel the premises, and to conduct a bar and grill business on said premises under the name of Randy's Grill & Chill, which business is to be managed by Wilson; and

B. The premises being leased per the prior oral agreements and the terms and conditions of these prior agreements, have been incorporated into this Lease Agreement to the satisfaction of both the Landlord and the Tenant.

WITNESSETH:

Landlord leases to Tenant the premises described below for the term and at the rental and upon the terms and conditions set forth below:

1. Description - Leased Premises.

The leased premises are described as follows:

Address: 4947 Holdrege Street, Lincoln, NE

*Legal Description: Lots 1 and 2, Block 1, East Campus Square First Addition, Lincoln, Lancaster County, Nebraska

2. Term

The term of this lease shall be 60 months (five years) and the parties agree that said term shall begin on December 1, 2000 and will end November 30, 2005, unless sooner terminated pursuant to the terms of this Lease Agreement.

3. Improvements by Landlord

The Landlord shall, at Landlord's expense, make the following improvements to the premises:

Add a 15' by 45' addition to the north side of the building; tear off and install new gutters and siding; all in accord with the plans and specifications dated 12/1/2000, prepared by Mark Champion, Architect, and incorporated herein by reference.

4. Improvements by Tenant

The Tenant shall, at Tenant's expense, make the following improvements to the premises:

Remodel the interior, especially the bathroom and entry, to meet city codes

all in accord with the plans and specifications dated 12/1/2000, prepared by Mark Champion, Architect, and incorporated herein by reference.

5. Rent

The rent during the original 60 month (5 year) term of this Lease shall be \$33,600.00 per year during the original term of this lease. Tenant shall pay the annual rent in equal monthly installments of \$ 2,800.00 in advance on or before the fifth business day of each month during the term of this Lease beginning December 1, 2000. In addition, a security deposit equal to one months rent (\$2,800.00) will be paid to the Landlord at the beginning of the original term of this lease, provided, however, Landlord shall credit Tenant with all security deposits presently being held by Landlord, if any, under the terms and provisions of any prior agreements between the parties hereto.

Rent and all other payments due the Landlord under the terms of this lease, shall be paid to Landlord or its payee in person or by mail addressed to:

Payee: C.D.H. Investors, LLC.
Address: c/o John B. Cooper, Pres.
5201 Braemer Road
Lincoln, NE 68516

or such other person or place as Landlord may designate in writing.

6. Title and Quiet Enjoyment

The Landlord covenants and warrants it has full right and lawful authority to enter into this Lease for the full term granted and for all extensions provided, and that it has good and marketable title to the premises, free and clear of all occupancies and tenancies, and that Tenant, on payments of the rent and in performance of the covenants and agreements of this Lease, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this Lease and any extension or renewal of the Lease.

7. Use

Tenant agrees that the leased premises shall be used and occupied only for the purpose of conducting bar, restaurant, grill, keno parlor and related business operation under the registered trade name "Randy's Grill & Chill". Tenant agrees to occupy the premises in a careful manner and to promptly and peacefully surrender the leased premises at the termination of this Lease, or any extension or renewal thereof, in as good condition as when received, normal wear and tear and damage by fire or other casualty excepted. If the Tenant is not then in default, Tenant shall remove from the premises all moveable trade fixtures, partitions, equipment and furniture and fully repair any damage occasioned by said removal. Anything left in or on the leased premises after the date of termination will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them, and Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to the cost of repairing any damage to the leased premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

8. Compliance with Laws

Tenant at Tenant's expense, agrees to comply with all governmental laws, ordinances, rules and regulations applicable to the Tenant's use of the premises. Landlord at Landlord's expense agrees to comply with all governmental laws, ordinances, rules and regulations applicable to the leasing of the leased premises.

9. Signs

Tenant shall have the right, subject to Landlord's approval and conforming to all laws and municipal regulations, to place on or in the leased premises such signs it deems necessary and proper in the conduct of its business.

10. Access by Tenant

Tenant shall have free and uninterrupted access at all times to the leased premises, except for brief periods of time or for relatively minor or inconsequential interferences with such free access. In the event of impairment of access, the Landlord agrees to immediately provide a reasonable alternate means of access. If Landlord cannot provide an alternate means of access, Tenant's obligation to pay rent shall abate until the impairment is corrected or until an alternate means of access is provided by Landlord.

11. Access by Landlord

Tenant agrees that the Landlord may enter the leased premises at any reasonable time during business hours or at other mutually agreeable times to check for or perform routine maintenance and for all other purposes for which entry is necessary under the terms of this Lease; except that in the event of an emergency, Landlord may enter at any time.

12. Tenant's Alterations and Surrender

Except as provided in Paragraph 4 above, Tenant agrees that it will not alter the leased premises or construct any future improvements without prior written consent of the Landlord. Tenant agrees and understands that all improvements or alterations which shall be made pursuant to this paragraph, with the exception of movable partitions and trade fixtures, shall be deemed to be fixtures and shall, at the expiration of this Lease, become part of the realty and property of the Landlord. Tenant agrees to repair any damage to the leased premises caused by the removal of trade fixtures and movable partitions.

13. Repairs

In the event the leased premises shall need repairs which this Agreement requires Landlord to make, Tenant shall give immediate notice to Landlord, and Landlord agrees to proceed promptly to make such repairs or effect whatever maintenance is necessary.

14. Building Security

Tenant shall maintain reasonable building security in accordance with standards for high-grade bar and restaurant/grill operations and buildings in the area. Tenant shall notify Landlord and Landlord shall notify Tenant immediately following any occurrence of criminal activity occurring in the building or on the property of which the premises are a part which comes to the attention of either party.

15. Maintenance and Repairs

Tenant shall, at Tenant's own expense, be responsible for that maintenance in and about the building, grounds and adjoining parking lot described below:

1. Replacement of light bulbs, air filters, rest room supplies, and other expendable items necessary to the general maintenance and cleanliness of the leased premises, including parking lots, and public areas; clean the buildings windows and glass doors, both interior and exterior; and keep the building and grounds free of trash and debris.

2. Provide snow removal for the building's grounds and adjoining parking lot, including all sidewalks and parking areas used by the tenant, the public or the landlord.

3. Maintain and repair, if necessary, the heating, electrical, plumbing and ventilating or air-conditioning systems for the building.

4. Maintain and repair, if necessary, the exterior of the building and the grounds, including lawn mowing, maintenance of the landscaping, snow removal and window cleaning.

Landlord shall, at Landlord's own expense, be responsible for the repairs and maintenance for that space, if any, reserved for the exclusive use of the Landlord (landlord space). However, Tenant shall reimburse Landlord for all costs of any such repair arising out of injury or damage caused by Tenant's own negligence, except injury or damage caused by or resulting from the perils insured against under the standard fire and extended coverage policy.

16. Utilities

Tenant agrees to provide, at its sole expense, water, sewer, electricity, air conditioning, heat, garbage or refuse removal service and other such building utility services as may be necessary for reasonable use of the leased premises. Telephone service for the leased premises, if any, will be provided by the Tenant.

17. Janitorial Services

Tenant agrees to provide, at its sole expense, janitorial services for the leased premises, including grounds and parking lots or areas.

18. Property Taxes

All real estate taxes and assessments due during the term of this Lease shall be paid by the Tenant. Landlord shall submit to the Tenant real estate tax statements for the each year during the term or additional term of this lease and Tenant agrees to pay the said taxes and assessments prior to the same becoming delinquent and furnish the Landlord with appropriate receipts evidencing payment of the same. Tenant shall also pay promptly all taxes and assessments levied on or against its personal property located on the leased premises.

19. Fire Insurance and Waiver

Tenant shall at all times during the term of the Lease maintain standard fire and extended coverage insurance on a replacement cost basis on the leased premises; Tenant shall at all times during the term maintain replacement cost standard fire and extended coverage insurance on its personal property in the leased premises. The Landlord and Tenant hereby waive all claims against each other for loss or damage to the property which each has agreed to insure. This

waiver includes insurance deductibles and all other forms of self-insurance, and extends to each party's officers, directors, shareholders, employees, and agents.

20. Liability Insurance

Tenant shall at all times maintain public liability insurance insuring its liability relative to the use of the leased premises and the liability of the Landlord arising from the Tenant's use of the leased premises in amounts not less than \$ 1,000,000.00, combined single limit bodily injury and property damage liability.

21. Landlord's Default

In the event the Landlord shall default in the performance of any covenant agreed to be performed by Landlord, the Tenant may after giving notice to the Landlord, utilize either of the following remedies at its option if the default is not remedied within sixty (60) days after receipt by Landlord of Tenant's notice, in addition to all other remedies given by law to Tenant:

A. Immediately declare the Lease canceled without further obligation of any kind, in which event Landlord shall refund any prepaid but unearned or unaccrued rent and any security deposit; or

B. Perform the duty or obligation of Landlord at Tenant's own expense and withhold the cost of the performance of such covenant from future rental payments until the cost is recovered by Tenant in the form of reduced rental payments.

Tenant agrees that, in the event notice is given to the Landlord and Landlord is unable to complete performance of the breached covenant within the sixty-day period specified but is proceeding with due diligence to perform the covenant at the expiration of that period, the period shall be extended to whatever reasonable time is necessary for the Landlord to complete the performance.

22. Tenant's Default

Landlord shall give written notice to Tenant of any default by Tenant under this Lease in the payment of rent or otherwise; and Tenant shall have the right for ten (10) days after receipt of the notice to cure any default with respect to the payment of rent and, thirty (30) days with respect to any other default.

Except with respect to payment of rent or additional rent, Landlord agrees that, in the event notice is given to the Tenant and Tenant is unable to complete performance of the breached covenant within the thirty-day period specified but is proceeding with due diligence to perform the covenant at the expiration of that period, the period shall be extended to whatever reasonable time is necessary for the Tenant to complete the performance.

23. Landlord's Remedies

Subject to the notice and right to cure default provisions set forth in paragraph 22 above, if Tenant is in default of any of the terms, conditions or covenants of this Lease, Landlord has the right, at its election:

A. To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability as provided herein; or

B. Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

C. Without further demand or notice, to cure any default and to charge Tenant for the cost of effecting such cure, including, without limitation, attorney's fees and interest on the amount so advanced at the maximum rate allowable by law; provided, however, Landlord will have no obligation to cure any such default of Tenant.

In any event, if this Lease is terminated on account of Tenant's default, Tenant will remain liable to Landlord for damages in an amount equal to monthly rent and other amounts which would have been owing by Tenant for the balance of the term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting. Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly rent and other amounts would have been payable under this Lease if this Lease had not been terminated.

24. Fire, Casualty

In the event of damage by fire or other casualty to the building in which the leased premises are located, if the damage is so extensive as to amount substantially to the total destruction of the leased premises or of the building, this Lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty, Tenant shall repair the damage with reasonable dispatch. If the damage has rendered the leased property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. It is understood and agreed that if the damage cannot be substantially repaired within 90 days from the date of the damage, the Tenant shall have the right to cancel this Lease by giving Landlord written notice of such intention within 30 days of the time

of the damage. In the event the damage is not substantially repaired within the 90-day period, Tenant shall have the right to cancel this Lease as of the end of the 90-day period.

25. Condemnation

In the event any part of the leased premises, parking areas or common facilities servicing such premises is taken by public authority through the power of eminent domain, or conveyed by Landlord in lieu of an actual condemnation to any public authority, the Tenant or the Landlord may, at its option, declare this Lease terminated without further obligation of any type, provided that the right of Landlord and Tenant to terminate shall be limited to condemnations which result in the taking of twenty percent (20%) or more of the building. In that event, the rental obligation shall cease as of the day possession of the condemned or conveyed portion is given to public authority.

If, after condemnation, the Tenant can still use the leased premises for the purposes for which they were intended, it is agreed that the rent shall be reduced by an amount proportionate to the actual portion of the leased premises taken or, in the event no part of the leased premises taken but part of the parking area or common facilities is taken, the rent shall be reduced by an equitable amount to be agreed upon by the parties. However, as to parking, Landlord shall have the right to provide equivalent parking space in a convenient area in lieu of lease termination or diminution of rent. In the event the Tenant may still use the leased premises for the intended purposes, the Landlord agrees to immediately make whatever repairs are necessary to restore the premises to an architecturally whole unit.

The parties agree that each shall retain whatever portion of the condemnation award is made to it by the condemning authority, and that neither shall have any claim to that portion of the award made to the other.

26. Landlord Assignment, Transfer

In the event the Landlord shall assign its rights under this Lease or shall transfer its interest in the leased premises, it is understood that the assignee shall be bound by all the terms and conditions of this Lease, and that the Landlord shall do all that is necessary to protect the rights of the Tenant.

27. Subordination

This Lease shall be subject and subordinate to the lien of any first mortgage now against the premises or which may subsequently be placed against the premises, provided: (a) that the holder shall not be entitled to terminate this Lease, or any extension of it, by foreclosure or other means, so long as the Tenant or its successors or assigns shall not be in default beyond any period given the Tenant to cure the default; (b) that the proceeds of any insurance on the mortgage premises, payable by reason of fire or other casualty so insured, may be applied first in payment of the cost

of restoring the premises after the injury before any part of such proceeds or award may be applied on account of any part of the mortgage debt; and (c) that the lien of the mortgage shall not cover any of Tenant's fixtures, alterations or improvements which, by law or the terms of this Lease, Tenant is permitted to remove from the demised premises.

28. Assignment and Subletting

Tenant agrees not to assign this Lease or any interest in it or to sublet the premises or any part of them or allow any other person to occupy or use the premises without the written consent of the Landlord. Landlord shall not unreasonably withhold consent so long as the assignee or sublessee shall be a reputable, financially sound tenant whose use of the leased premises shall be for lawful purposes. Landlord shall accept or reject Tenant's request to assign or sublet within 15 days after receiving such request in writing from the Tenant. Failure of the Landlord to respond by the end of the 15-day period shall be construed as acceptance by Landlord. No assignment or subletting shall relieve Tenant from its duty to perform fully all of the agreements, covenants, and conditions set forth in this Lease.

30. Notices

For purposes of this Lease, it is agreed that any notices that are required to be given by the terms of the Lease shall be given by prepaid mail, certified, with a return receipt requested, sent to the following addresses:

Landlord: C.D.H. Investors, LLC
c/o John B. Cooper, Pres.
5201 Braemer Road,
Lincoln, NE 68516

Tenant: G.J.R., LLC d/b/a Randy's Grill & Chill
c/o Randy J. Wilson, Jr., General Manager
4947 Holdrege Street
Lincoln, NE

Each party shall promptly notify the other in writing of any address change.

30. Holdover

Any holding over of the leased premises after the expiration or other termination of this Lease or any renewal or extension shall be operated and be construed as a tenancy from month-to-month at the same monthly rental rate that applied to the last preceding month and subject to all the other terms and conditions provided. In no event shall the tenancy be deemed to be from year-to-year or any longer period. However, this provision shall not be construed as consent by the Landlord to the holding over of the leased premises by Tenant.

31. Renewal Option

Provided Tenant is not in default, Tenant shall have the option to renew this Lease for one additional term of 60 months (5 years) by giving Landlord sixty (60) days prior written notice of its intent to renew. The renewal shall be subject to the same terms, covenants and conditions as those of this Lease; provided, however, the rent for the renewal term shall be determined by agreement of the parties but in no event shall said rent during the renewal term be less than the rent paid during the last year of the original term of this Lease plus five (5%) percent.

32. Effect of Submission

The submission of this Lease for examination does not constitute an offer to Lease, and this Lease becomes effective only upon its execution by Landlord and Tenant.

33. Reasonable Exercise of Rights

All rights, privileges, and powers reserved by Landlord with respect to the premises shall be exercised in a reasonable manner, without unnecessary or unreasonable interference with the Tenant's use and occupancy of the leased premises. Wherever Tenant's rights under this Lease are stated to be subject to prior consent or approval of Landlord, it is agreed that such consent or approval shall not be arbitrarily or unreasonably withheld.

34. Binding on Successors

The conditions, covenants, and agreements in this Lease to be kept and performed by the parties to it shall be binding upon them, their heirs, executors, administrators, successors, and assigns.

35. Estoppel Certificate

Tenant and Landlord mutually agree to, from time to time upon not less than twenty (20) days prior written request to the other, deliver a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect); (ii) the dates to which rent and other charges have been paid; (iii) that the Landlord (or the Tenant, if appropriate) is not in default under any provision of this Lease or, if in default, the nature thereof in detail; and (iv) such further matters as are reasonably requested, it being intended that any such statement may be relied upon by any prospective purchaser of the Building, any mortgagees or prospective mortgagees thereof, or any prospective assignee of any mortgagee or purchaser, or any subtenant or assignee of the Tenant.

36. Governing Law

This Lease shall be governed by the laws of the State of Nebraska.

37. Severability

If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

38. Paragraph Headings

The Paragraph headings appearing in this Lease Agreement are intended only for convenience of reference and are not to be considered in construing this instrument.

39. Nonwaiver

No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently; and no express waiver shall affect any provision other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.

40. Dispute Resolution

The parties hereto shall make a good faith effort to reach agreement on all matters in dispute under this Lease Agreement. Such good faith effort shall include voluntarily participating in the dispute resolution process pursuant to the Nebraska Dispute Resolution Act. Each party will pay for their own costs incurred or imposed by reason of such participation.

42. Entire Agreement

This Agreement with exhibits and riders, if any, constitutes the entire agreement between the parties, and each party understands that there are no oral understandings or agreements other than those set out herein. This Agreement cannot be added to, altered or amended in any way except by a written agreement signed by both of the parties.

The parties have executed this Lease Agreement as of the 12 day
of December, 2000.

G.J.R., LLC, a Nebraska Limited Liability Company,
d/b/a Randy's Grill & Chill, Tenant

By: Randy A. Wilson, Jr.
Randy A. Wilson, Jr., Member and General Manager

C.D.H. Investors, LLC, a Nebraska Limited Liability
Company, Landlord

By: John B. Cooper
John B. Cooper, Member and President

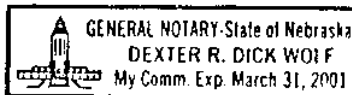
STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

Subscribed, sworn to and acknowledged before me by Randy J. Wilson, Jr., Member and
General Manager, G.J.R., LLC, a Nebraska Limited Liability Company, doing business as
Randy's Grill & Chill, this 12 day of December, 2000.

(Seal)

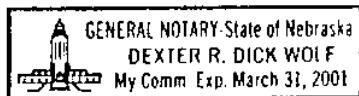
Dexter R. Dick Wolf
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)



Subscribed, sworn to and acknowledged before me by John B. Cooper, President and
Member of C.D.H. Investors, LLC, a Nebraska Limited Liability Company, this 12
day of December, 2000.

(Seal)



Dexter R. Dick Wolf
Notary Public